

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: JUNE 18, 2003

DIVISION: COMMUNITY SERVICES

BULK ITEM: ~~NO~~ *Yes*

DEPARTMENT: COMMUNITY SERVICES

AGENDA ITEM WORDING: Approval of Amendment to Contract #WWW-PY'-01-01-03, between Monroe County and South Florida Employment & Training Consortium, revising the financial closeout procedures.

ITEM BACKGROUND: N/A

PREVIOUS RELEVANT BOCC ACTION: Approval of PY'01-01-00 – June 20, 2001. Approval of PY'01-01-01 – September 19, 2001. Approval of PY'01-01-02 – June 19, 2002.

CONTRACT/AGREEMENT CHANGES: Deletion of last sentence in Article II. Adding of additional language to Article II.

STAFF RECOMMENDATION: Approval

TOTAL COST: N/A

BUDGETED: N/A

COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: N/A

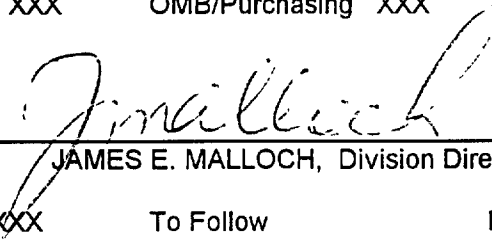
AMOUNT PER MONTH /YEAR: N/A

APPROVED BY: County Attorney XXX

OMB/Purchasing XXX

Risk Management XXX

DIVISION DIRECTOR APPROVAL


JAMES E. MALLOCH, Division Director

DOCUMENTATION: Included XXX

To Follow

Not Required

AGENDA ITEM # *C28*

DISPOSITION: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: So. Fl. Employment & Contract _____
Effective Date: _____
Expiration Date: _____

Contract Purpose/Description:

Approval of Amendment to Contract # WWW-PY'01-01-03, between Monroe County and South Florida Employment & Training Consortium, revising the financial closeout procedures.

Contract Manager:	<u>Jim Malloch</u>	<u>4500</u>	<u>Community Services / #1</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 6/18/03 Agenda Deadline: 6/3/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ _____ Current Year Portion: \$ _____

Budgeted? Yes ☐ No ☐ Account Codes: _____ - _____ - _____ - _____

Grant: \$ _____

County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	5/15/03	Yes <input type="checkbox"/> No <input type="checkbox"/>	[Signature]	5/15/03
Risk Management	5/21/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Bill Juma	5/21/03
O.M.B./Purchasing	5/21/03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	5/21/03
County Attorney	5-16-03	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	[Signature]	5/20/03

Comments: _____

**WORKFORCE/WELFARE TRANSITION/WELFARE TO WORK
AMENDMENT TO CONTRACT
SOUTH FLORIDA EMPLOYMENT AND TRAINING
CONSORTIUM AND SERVICE PROVIDER**

SOUTH FLORIDA EMPLOYMENT AND TRAINING CONSORTIUM (SFETC)
3403 NW 82nd AVENUE, SUITE 300
MIAMI, FLORIDA 33122-1029

SERVICE PROVIDER
Monroe County Board of County Commissioners
5100 College Road
Key West, Florida 33040

TITLE OF SERVICE PROVIDER'S PROGRAM
"WORKFORCE/WELFARE TRANSITION/WELFARE to WORK"

AMENDED CONTRACT NUMBER: WWW-PY'01-01-03

THIS AMENDMENT, made this 1st day of May of 2003 by and between the South Florida Employment and Training Consortium and Monroe County Board of County Commissioners, herein referred to as the Service Provider.

1. It is expressly agreed by the parties that this amendment is supplemental to **WWW-PY'01-01-00**, Index Code Numbers #**101058 / 102058**, effective **07/01/01** and referred to as the original contract which, is, by this reference, incorporated and made a part hereof and all terms, conditions and provisions thereof unless specifically modified herein are to apply to this amendment as though they were expressly rewritten, incorporated and include herein.
2. It is agreed the **WWW-PY'01-01-00** shall be modified, altered and changed in the following respects only:
 - a. **ARTICLE II is amended to delete....** "All closeout procedures stipulated in the Service Provider Manual and subsequent Program Directives shall be completed within forty-five (45) calendar days subsequent to the expiration date listed in this Contract."
 - b. **ARTICLE II is amended to include** - Financial Closeout Package (FCOP) required by SFETC shall be completed within forty-five (45) calendar days of the Contract completion date unless specifically waived by SFETC in writing

and shall include a full accounting of all funds expended and received under the terms of this Contract in accordance with SFETC Financial Closeout Procedures attached herein and incorporated as **Exhibit A**. Non-receipt of the required closeout package and supporting documentation by the specified due date shall result in the disallowance of all costs included in the FCOP. Contractor may be subject to deobligation of funds under existing Contract(s) and may be disqualified from the award of Contracts under future solicitations for such a period of no less than one (1) year and under such conditions as may be determined by SFETC when Contractor has failed to submit the FCOP.

c. **The effective date of this amendment is May 1, 2003.**

3. In the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provision of this Amendment shall in all respects superseded, govern and control
4. This amendment shall not be deemed valid until is has been executed by the SFETC Executive Director.

SIGNATORY FORM

AUTHORIZED SIGNATURES FOR: **Monroe County Board of County Commissioners**
PROGRAM ENTITLED: **"WORKFORCE/WELFARE TRANSITION/WELFARE to WORK"**
CONTRACT NUMBER: **WWW-PY'01-01-03**

(These Signatures shall be the same as those names which appear in the List of Authorized Signatures Provided in the Operational Documents on file with the SOUTH FLORIDA EMPLOYMENT AND TRAINING CONSORTIUM.)

1a. _____ 1b. _____
Signature of Authorized Officials

Date

Date

2a. Dixie Spehar 2b. James L. Roberts
Typed Name of Authorized Officials

3a. Mayor 3b. County Administrator
Full Title of Authorized Officials

4a. _____ 4b. _____
Signature of Person Attesting Signature of Person Attesting
Signature that appears on Line 1a Signature that appears on Line 1b

SOUTH FLORIDA EMPLOYMENT AND TRAINING CONSORTIUM

BY: _____
Contracts Manager Date

BY: _____
Executive Director Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
5/20/03

FINANCIAL CLOSEOUT PROCEDURES

I. Purpose

The purpose of this procedure is to document and provide guidance to service providers and South Florida Employment and Training Consortium (SFETC) staff on the required process to close out contracts at the expiration or termination date.

II. Policy

- A. Service providers shall complete and submit a Financial Closeout Package (FCOP) for each contract on or before 45 days after the contract expires, or upon termination of the contract. For example, if the contract expires September 30, the FCOP will be due to South Florida Workforce on or before November 15.
- B. The final payment request must be submitted with the FCOP. All costs included with a late FCOP shall be disallowed.
- C. The following are the required FCOP documents, which must be submitted by the service provider:
 - 1. Cumulative Expenditure Report (Enclosure 1)
 - 2. Final Report of Cash Transactions (Enclosure 2)
 - 3. Release Form (Enclosure 3)
 - 4. Outstanding Liabilities Report (Enclosure 4)
 - 5. SFETC Property Inventory Report (Enclosure 5)
 - 6. Contract Close-Out Tax Certification (Enclosure 6)
 - 7. Service Provider Submittal of Close-Out Documents (Enclosure 7)
 - 8. Bank Statement
- D. Upon the request of the service provider, SFETC accountant will provide technical assistance on completing the FCOP.

III. Procedure

A. Salaries /Wages

Staff persons may be paid for absences (vacations, sick leave, etc.), if such a provision for payment is included in the service provider's personnel policies and procedures manual that was submitted as part of the operational documents. All service providers are encouraged to allow staff to take time off rather than issue payment for leave time.

Staff persons may be paid for unused vacation time once they are terminated from the program. This payment shall be charged to staff salaries unless such payment, when added to the total salary, is such that it exceeds the maximum salary established in the operating budget.

B. Insurance

Service provider should keep in force all insurance policies, which are applicable to their program(s). If premium refunds are due to the service provider, the service provider shall request that the premium be returned with a credit invoice from the insurance company showing the adjustment. Any refunds received shall be returned to SFETC.

C. Professional Service, Sub-Contract & Rental Agreements

The service provider shall cancel, all of the following services, which will not be applicable to any future contract with SFETC.

1. All professional service agreements and sub-contract agreements paid by funds generated from this contract;
2. All rental contracts associated with office space, equipment, and/or vehicles and maintenance contracts which are paid with funds generated from the contract(s);
3. All utility services associated with the operation of your program(s), i.e. telephone, electricity, water.

D. Completion of FCOP

1. Cumulative Expenditure Report (Enclosure 1):
Complete columns A, B, C, D and E providing the information as indicated by the column headings.
2. Final Report of Cash Transactions (Enclosure 2):
Prepare a final report of cash transactions. Follow the wording on the report form. Any difference shown on the bottom line of the report must be explained.
3. Release Form (Enclosure 3):
The total amount shown on line 4, "Total of Amounts Paid and Liabilities Outstanding" must reflect the total allowable costs incurred through the expiration date of any sub-agreement.

Checks that are unclaimed or outstanding at the time of closeout should be cancelled or payment stopped, return the money to SFETC and document the amount on the Outstanding Liabilities report.

4. Outstanding Liabilities Report (Enclosure 4):
 - (a) List all possible claimants as follows:
 - i. The claimant's name, last known address, amount of money outstanding and the service provided.
 - ii. If it's an employee paycheck, the list shall also include the pay period during which the money was earned, the number of hours worked, the hourly rate of pay, the dates worked, and the claimant's social security number.

- iii. A list of all outstanding (uncashed) checks, i.e., checks for which a stop payment has been issued, shall also be provided. The list shall include a check number, the date of issuance, the amount of the check, the number of the invoice for which the check was issued, and the name of the vendor. If additional space is needed, use the reverse side of form.
 - iv. A list of all vouchers or payments pending from vendors is to be reported on enclosure 4 (these items are not reimbursable after the closeout date).
- (b) No cost shall be incurred subsequent to the end of the contract period, or after the expiration date of any contract.
 - (c) All efforts must be made by the service provider to receive final vendor invoices prior to preparing the close out package.
 - (d) SFETC will not allow payment of any expenditure, subsequent to 45 days after contract expires.
 - (e) The service provider will be responsible for any costs incurred that were not reflected in the close out package.
- 5. SFETC Property Inventory Report (Enclosure 5):
Complete this form for all property valued over \$500.00 that has been acquired with SFETC funds. If no property has been acquired, write on the first line "No Property Acquired" and sign and date the form.
 - 6. Contract Close-Out Tax Certification (Enclosure 6):
Complete and sign, certifying that all payroll taxes have been paid for staff salaries and wages.
 - 7. Service Provider Submittal of Closeout Documents (Enclosure 7):
This serves as a checklist of all enclosures required by SFETC. Upon completion of the above enclosures, this checklist is forwarded to the SFETC.
 - 8. Bank Statement:

If the service provider has a bank account exclusively for this program:
 - (a) Close out the account with the bank.
 - (b) The service provider **must** submit a bank statement reflecting a zero balance with the closeout package or within 30 days after the closeout due date.

E. SFETC Accountant Responsibility

The SFETC accountant assigned to the contract will provide technical assistance to complete the FCOP upon request.

SFETC accountant will perform the following functions:

1. Verify that all required enclosures in the FCOP are completed, signed and dated.
2. Audit final payment request and update the financial record accordingly.
3. Verify service provider's total expenditure against the financial record.
4. Verify that SFETC Property Inventory Report is accurate according to invoices submitted and payments made to the service provider. If discrepancies are found, contact the service provider and request a corrected Property Inventory Report.
5. Forward a copy of the SFETC Property Inventory Report to the designated SFETC employee responsible for tagging and tracking SFETC fixed/capital assets.
6. If the service provider declares that a separate bank account is kept, but the zero (0) balance bank statement was not submitted, the accountant must immediately follow-up with the service provider and notify his or her supervisor.

FINAL REPORT OF CASH TRANSACTIONS

1.	DATE

South Florida Employment and Training Consortium	
2. Name of Service Provider	3. Title of Program
_____	_____
Cash Position Section: (A) 1. Total Amount of Funds Received from Reimbursement Packages: (Year-To-Date)	Index Code # \$ _____
2. Total Amount of Funds Received from Cash Advances (Year-To- Date)	\$ _____
Total Amount of Funds Received: (Year-To-Date) <small>(Add Lines A1 & A2)</small>	\$ _____
(B) Less Total Allowable Disbursements: (Year-To-Date)	\$ [_____]
(C) Less Any Preliminary Refunds	\$ [_____]
(D) Balance To Be Refunded to SFETC*	\$ _____
* If this amount will not be totally refunded, explain the reason(s) why a refund will not be submitted. This includes an explanation why only a partial refund will be submitted.	
_____ _____ _____ _____	

RELEASE FORM

SERVICE PROVIDER:

Name: _____

Address: _____

PROGRAM:

Title: _____

Index Code # _____

Pursuant to the terms of the Contractual Agreement between the Service Provider listed above and the South Florida Employment and Training Consortium (SFETC), and in consideration of the total amounts paid and liabilities outstanding as reported on the schedule of outstanding liabilities (Enclosure 3A), to the Service Provider which equal _____

(\$ _____), the Service Provider, does remise release, and discharge the SFETC, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the Contractual Agreement, except under the following conditions:

The service provider also is notifying the SFETC that it has additional liabilities as detailed on the enclosed schedule of outstanding liabilities. The service provider certifies that they have not received the invoices from the vendors and that they are attempting to resolve the liability.

The service provider understands that only those outstanding liabilities reported will be reimbursed by the SFETC. Any costs incurred that is not reported in this close-out package will be the sole responsibility of the service provider/service provider.

IN WITNESS WHEREOF, this Release has been executed this _____ day of _____

Program Director's Signature/Date_____
Official Who Signed Contract/Date

SOUTH FLORIDA EMPLOYMENT AND TRAINING CONSORTIUM
OUTSTANDING LIABILITIES REPORT

SERVICE PROVIDER NAME: _____

PERIOD FOR WHICH COSTS HAVE BEEN INCURRED: FROM _____ TO _____

Amount Outstanding	Vendor Name	Vendor Address	Service Provided	

Payroll Checks Outstanding

Check #	Check Date	Amount	Employee Name	Employee Address	Pay Period	Dates Worked	# of Hours	Rate of Pay

Stop Payments

Check #	Check Date	Amount	Vendor Name	Vendor Address	Invoice

SFETC PROPERTY INVENTORY REPORT

Enclosure 5

Service Provider Name: _____

Index Code: _____

Program: _____

Location: _____

Period Ending: _____

SFETC Asset Number	Invoice Number	Description of Item	Serial Number	Manufacturer or Model Number	Purchase Date	Unit Cost	Internal Asset Number If Applicable	*Describe Current Condition of the Asset (See Coding Below)

Page ____ of ____

*	Good	-	G
	Fair	-	F
	Poor	-	P
	Inoperative	-	I

Program Director's Signature

Date Signed: _____

CONTRACT CLOSEOUT TAX CERTIFICATION

Service Provider: _____

Federal Employer Identification #: _____

South Florida Employment and Training Consortium

Index Code #: _____

In the performance of the Contractual Agreement between the Service Provider listed above and the South Florida Employment and Training Consortium, I, as Program Director, certify that I have complied with the requirements of the law regarding:

- o Obtaining employer identification and account numbers
- o Collecting, paying, depositing, and reporting Federal, State and local taxes.
- o Providing W-2 Forms to employees and participants who are not now employees. For present employees and participants who were formerly employed under the Contract, W-2 Forms shall be furnished as specified in Circular E, Employer's Tax Guide.

Program Director's Signature/Date_____
Service Provider_____
Service Provider's Street Address_____
City/State/Zip Code

SERVICE PROVIDER SUBMITTAL OF CLOSE-OUT DOCUMENTS

South Florida Employment and Training Consortium

1) Date _____

Index Code # _____

2) Service Provider

3) Title of Program(s) _____

Name _____

Address _____

<u>Enclosed</u>	<u>Will Be Sent Separately By: (Enter Date)</u>	<u>Unable to Furnish</u>
-----------------	---	--------------------------

Identification of Documents

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 1) Enclosure #1 (Cumulative Expenditure Report)
- 2) Enclosure #2 (Final Report of Cash Transactions)
- 3) Enclosure #3 (Release Form)
- 4) Enclosure # 4 (Outstanding Liabilities Report)
- 5) Enclosure #5 (Final Property Inventory Report)
- 6) Enclosure #6 (Contract Close-Out Tax Certification)
- 7) Enclosure #7 (Service Provider Submittal of Close-Out Documents)
- 8) Bank Statement

I, _____ as Program Director, have taken actions related to the close-out of subject contract and am closing required close-out documents as listed above (or) have provided a date when documents will be submitted (or) have provided an explanation of why those documents cannot be furnished.

Program Director 's Signature/Date

Executive Director's Signature/Date